

NOT FOR PUBLICATION

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

TRAVELODGE HOTELS, INC., a :
Delaware Corporation, :

Plaintiff, :

v. :

HONEYSUCKLE ENTERPRISES, INC., a :
Missouri Corporation; and RYAN :
RICHARDSON, an individual, :

Defendants. :

Civ. No. 02-2889 (DRD)

OPINION

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Debevoise, Senior District Court Judge

On November 7, 2005 the court entered a final judgment in this action, awarding

plaintiff, Travelodge Hotels, Inc (“Travelodge”) \$208,897.70 and granting to Travelodge attorneys’ fees and costs. On January 17, 2006, the court awarded to Travelodge \$286,493.09 in attorneys fees for services rendered from June 2002 through October 2006. Thereafter, on July 27, 2006, Travelodge acknowledged satisfaction of the judgment, and it now applies for attorneys’ fees and costs in the amount of \$31,177.37 for services rendered from November 2005 through May 2007.

The unopposed application is supported by the affidavit of David S. Sager, Esq., a partner with the law firm of Day Pitney LLP, counsel for Travelodge. Mr. Sager was admitted to the New Jersey bar in 1992 and became a partner in his firm in January 2000. His hourly billing rate ranged from \$375 to \$440 for all of the work for which fees are requested.

Other attorneys performed legal services in connection with this case, including: i) Dennis R. LaFiura, Esq., a partner since 1985 specializing in litigation, whose billing rate ranged from \$450 to \$475 per hour for the work covered by the fee application; ii) Amy L. Smith, Esq., an associate who has been practicing law since 1999, whose billing rate for work covered by the fee application was \$250 per hour; iii) Jeffrey S. Mandel, Esq., counsel at the firm during the period covered by the fee application, whose rate for the work during the relevant period was \$315 per hour; and iv) Lisa M. Ackerly, Esq., an associate who has been practicing law since 2005, whose billing rates ranged from \$190 to \$230 per hour for the work covered by the application.

Plaintiff’s attorneys and plaintiff agreed at the outset of the appeal that legal services would be calculated on the basis of the individual attorneys’ hourly rates and billed to plaintiff at a discount ranging from 10% to 20%. This resulted in a blended hourly rate of \$247 for services

provided during the period.

The law firm billed its client on a monthly basis in accordance with this agreement. The general nature of the services performed each month is described in Mr. Sager's affidavit, and copies of the invoices submitted to plaintiff are attached. There is no reason to doubt plaintiff's counsel's representation that plaintiff has paid the invoices for legal fees submitted to it.

For these reasons plaintiff's application for attorneys' fees and engagement costs in the amounts requested will be granted. The court will file an appropriate order.

Dated: September 24th, 2007

/s/ Dickinson R. Debevoise

DICKINSON R. DEBEVOISE, U.S.S.D.J.